

Jason M. Drangel (JD 7204)
jdrangel@ipcounselors.com
Ashly E. Sands (AS 7715)
asands@ipcounselors.com
Danielle S. Futterman (DY 4228)
dfutterman@ipcounselors.com
Gabriela N. Nastasi
gnastasi@ipcounselors.com
EPSTEIN DRANGEL LLP
60 East 42nd Street, Suite 1250
New York, NY 10165
Telephone: (212) 292-5390
Facsimile: (212) 292-5391
Attorneys for Plaintiffs
Moonbug Entertainment Limited and
Treasure Studio Inc.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MOONBUG ENTERTAINMENT LIMITED and
TREASURE STUDIO INC.,

Plaintiffs

v.

012 STICKERS STORE, 138 STORE, 640350 STORE,
812919634 STORE, A PLEASANT TRIP STORE,
A&S SHOW STORE, AIQIN STORE, ALMAN
STORE, ANGELPAPA STORE, ANIME SERIES
TOY STORE, ANIME TOY SERIES STORE, BABY
SUSIE STORE, BABYWEAR STORE, BCAA
STORE, BIAOLUN STORE, BOOM SPECIALTY
STORE, BREATHING LIGHTLY STORE,
CAREBABY STORE, CHEAP WITH GOOD VALUE
STORE, CHILDREN'S FACTORY STORE STORE,
DASHINI STORE, ETST WENDY BABY STORE,
FAADDEARW STORE, FIRST BACKDROPS
STORE, FOURTRY STORE, FUDANL PARTY
STORE, FUNNYTOY_DROP SHIPPING STORE,
GOOD LUCKLY YOU STORE, GREATTIME
STORE, HAORYUEXING STORE, HAPPYS
CHILDHOOD STORE, HASBROANIME FIGURES
TOY STORE, HOLIDAY PARTY SHOP STORE, H-T

**CIVIL ACTION NO.
22-cv-2394 (AS)**

**~~{PROPOSED}~~
FINAL DEFAULT JUDGMENT
AND PERMANENT
INJUNCTION ORDER**

STORE, KHZ TOY STORE, KONPENG STORE, LADYBUG STORE, LESHANG STORE, LET'S PARTY TOGETHER STORE, LUCKIY - CHILD STORE, LXH TOY 2 STORE, MENGRU TOY STORE, MI F STORE, MIBA KIDS CLOTHES STORE, MICO&MOCO BABY STORE, MIKECRACK STORE, MORNINGBEBE TOY STORE, MUMU1214 STORE, NEW TOY 2021 STORE, POPYBAL BALLOONS STORE, PARTY BACKGROUND DECORATION STORE, PARTY GROCERY STORE, PARTY'LIFE STORE, PARTYSTART STORE, PRETTYDOVEY STORE, RED AGE STORE, RELEASE TOY STORE, ROBLOX STORE, SANMANDI STORE, SHOP1970547 STORE, SHOP3195061 STORE, SHOP5054185 STORE, SHOP5440075 STORE, SHOP5734145 STORE, SHOP5882412 STORE, SHOP912626714 STORE, SRUI STORE, STARTING POINT TOY STORE, STULO STORE, SUNNY WONDERLAND, SUNSFUN WALL ART STORE, SURPRISE BABY STORE, TOBFATION STORE, TODAY DECOR STORE, TREE PLUSH TOY STORE, TSHIRT BOYS/GIRL BABY STORE, TZ GORUN STORE, WANGQIANYU STORE, WARM CHILDHOOD STORE, WEIXI KIDS CLOTHES STORE, WINMORE ALI STORE, WOWW PARTY STORE, XJ MODEL STORE, YAYESTUDIO STORE, YI123456LELE STORE, YIWU-WELL 01 STORE, ZCTOYS STORE, ZHIHAO COSTUME STORE, ZIROU STORE, ZIYANG CHILD STORE and Z-ONE PARTY STORE,






Defendants


GLOSSARY

<u>Term</u>	<u>Definition</u>	<u>Docket Entry Number</u>
Plaintiffs	Moonbug Entertainment Limited (“Moonbug”) and Treasure Studio Inc. (“Treasure”)	N/A
Defendants	012 Stickers Store, 138 Store, 640350 Store, 812919634 Store, A pleasant trip Store, A&S show Store, aiqin Store, Alman Store, Angelpapa Store, Anime series toy Store, Anime toy series Store, Baby Susie Store, BabyWear Store, BCAA Store, BIAOLUN Store, Boom Specialty Store, Breathing Lightly Store, Carebaby Store, Cheap with good value Store, Children's factory store Store, dashini Store, ETST WENDY Baby Store, Faaddearw Store, First Backdrops Store, Fourtry Store, FUDANL Party Store, FunnyToy_Dropshipping Store, good luckly you Store, Greattime Store, haoyuexing Store, Happys Childhood Store, HasbroAnime Figures Toy Store, Holiday party shop Store, H-T Store, KHZ toy Store, Konpeng Store, Ladybug Store, leshang Store, Let's party together Store, LuckIy - child Store, LXH toy 2 Store, Mengru Toy Store, Mi F Store, miba kids clothes Store, MICO&MOCO BABY Store, Mikecrack Store, Morningbebe Toy Store, mumu1214 Store, New toy 2021 Store, PAPYBAL Balloons Store, Party Background Decoration Store, Party Grocery Store, party'life Store, Partystart Store, Prettydovey Store, Red Age Store, Release Toy Store, Roblox Store, Sanmandi Store, Shop1970547 Store, Shop3195061 Store, Shop5054185 Store, Shop5440075 Store, Shop5734145 Store, Shop5882412 Store, Shop912626714 Store, SRUI Store, starting point toy Store, STULO Store, Sunny Wonderland, Sunsfun Wall Art Store, Surprise baby Store, TOBFATION Store, Today Decor Store, tree plush toy Store, Tshirt Boys/Girl Baby Store, TZ GORUN Store, WangQianYu Store, Warm childhood Store, weixi kids clothes Store, Winmore Ali Store, Woww party Store, XJ model Store, yayeStudio Store, yi123456lele Store, yiwu-Well 01 Store, zctoys Store, ZhiHao Costume Store, Zirou Store, Ziyang Child Store and Z-One Party Store	N/A

Defaulting Defendants	012 Stickers Store, 138 Store, 640350 Store, 812919634 Store, A pleasant trip Store, A&S show Store, aiqin Store, Alman Store, Angelpapa Store, Anime series toy Store, Anime toy series Store, Baby Susie Store, BabyWear Store, BCAA Store, BIAOLUN Store, Boom Specialty Store, Breathing Lightly Store, Carebaby Store, Cheap with good value Store, Children's factory store Store, dashini Store, ETST WENDY Baby Store, Faaddearw Store, First Backdrops Store, Fourtry Store, FUDANL Party Store, FunnyToy_Dropshipping Store, good luckly you Store, Greattime Store, haoyuexing Store, Happys Childhood Store, HasbroAnime Figures Toy Store, Holiday party shop Store, H-T Store, KHZ toy Store, Ladybug Store, leshang Store, Let's party together Store, Luckly - child Store, LXH toy 2 Store, Mengru Toy Store, Mi F Store, miba kids clothes Store, MICO&MOCO BABY Store, Mikecrack Store, Morningbebe Toy Store, mumu1214 Store, New toy 2021 Store, PAPYBAL Balloons Store, Party Background Decoration Store, Party Grocery Store, party'life Store, Partystart Store, Prettydovey Store, Red Age Store, Release Toy Store, Roblox Store, Sanmandi Store, Shop1970547 Store, Shop3195061 Store, Shop5054185 Store, Shop5440075 Store, Shop5734145 Store, Shop5882412 Store, Shop912626714 Store, SRUI Store, starting point toy Store, STULO Store, Sunny Wonderland, Sunsfun Wall Art Store, Surprise baby Store, TOBFATION Store, Today Decor Store, tree plush toy Store, Tshirt Boys/Girl Baby Store, TZ GORUN Store, WangQianYu Store, Warm childhood Store, weixi kids clothes Store, Winmore Ali Store, Woww party Store, XJ model Store, yayeStudio Store, yi123456lele Store, yiwu-Well 01 Store, zctoys Store, ZhiHao Costume Store, Zirou Store, Ziyang Child Store and Z-One Party Store	
AliExpress	AliExpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York	N/A
Sealing Order	Order to Seal File entered on March 22, 2022	1
Complaint	Plaintiffs' Complaint filed on March 24, 2022	6
Application	Plaintiffs' <i>ex parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant	11-13

	Storefronts (as defined <i>infra</i>) and Defendants' Assets (as defined <i>infra</i>); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery filed on March 24, 2022	
Miller Dec.	Declaration of Robert Miller in Support of Plaintiffs' Application	12
Ioannou Dec.	Declaration of Karena K. Ioannou in Support of Plaintiffs' Application	13
TRO	1) Temporary Restraining Order; 2) Order Restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) Order to Show Cause Why a Preliminary Injunction Should Not Issue; 4) Order Authorizing Bifurcated and Alternative Service; and 5) Order Authorizing Expedited Discovery	14
User Account(s)	Any and all websites and any and all accounts with online marketplace platforms such as AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
Merchant Storefronts	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them	N/A
CoComelon Content	A popular streaming media show and YouTube channel featuring 3D animation videos of both traditional nursery rhymes and original children's songs	N/A
CoComelon Applications	U.S. Trademark Serial Application Nos.: 88/681,262 for "COCOMELON" for goods in Class 28; 88/681,248 for "COCOMELON" for goods in Class 9; 88/681,253 for "COCOMELON" for goods in Class 25; 88/945,840 for	N/A

	 <p>“ CoComelon ” for goods in Class 3; 88/681,276</p>  <p>for “ CoComelon ” for goods in Class 25;</p>  <p>88/681,270 for “ CoComelon ” for goods in Class</p>  <p>9; and 88/681,280 for “ CoComelon ” for goods in Class 28</p>	
CoComelon Registrations	<p>U.S. Trademark Registration Nos.: 6,375,368 for “COCOMELON” for goods in Class 16; 5,830,142 for “COCOMELON” for goods in Classes 9 and 41; 6,421,553 for “COCOMELON” for goods in Class 28; 6,521,784 for “COCOMELON” for goods in Class 25;</p>  <p>5,918,526 for “ CoComelon ” for goods in Classes 9</p>	N/A

	 <p>and 41; and 6,563,758 for “ CoComelon ” for goods in Class 25</p>	
CoComelon Marks	The marks covered by the CoComelon Registrations and CoComelon Applications	N/A
CoComelon Works	U.S. Copyright Registration Nos.: VAu 1-379-978 covering JJ; VAu 1-322-038 covering Unpublished Family Characters 2017; VAu 1-319-613 covering Animal Characters 2017 and VAu 1-374-077 covering CoComelon Logo	N/A
CoComelon Products	A variety of consumer products including toys, apparel, backpacks and other gear	N/A
Counterfeit Products	Products bearing or used in connection with the CoComelon Marks and/or CoComelon Works, and/or products in packaging and/or containing labels and/or hang tags bearing the CoComelon Marks and/or CoComelon Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks and/or CoComelon Works and/or products that are identical or confusingly or substantially similar to the CoComelon Products	N/A
Defendants' Assets	Any and all money, securities or other property or assets of Defendants (whether said assets are located in the U.S. or abroad)	N/A
Defendants' Financial Accounts	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)	N/A
Financial Institutions	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. (“PayPal”), Payoneer Inc. (“Payoneer”), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. (“PingPong”) and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants	N/A
Third Party Service Providers	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by AliExpress, as well as any and all as yet	N/A

	undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise	
Defendants' Frozen Accounts	Defendants' Financial Accounts that were and/or are attached and frozen or restrained by the Financial Institutions pursuant to the TRO and/or PI Order, or which are attached and frozen or restrained pursuant to any future order entered by the Court in this action	N/A
Plaintiffs' Motion for Default Judgment	Plaintiffs' Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendants filed on July 30, 2024	154-157
Futterman Aff.	Affidavit by Danielle S. Futterman in Support of Plaintiffs' Motion for Default Judgment	155

This matter comes before the Court by motion filed by Plaintiffs for the entry of final judgment and permanent injunction by default against Defaulting Defendants for Defaulting Defendants' trademark infringement, trademark counterfeiting, copyright infringement, false designation of origin, passing off and unfair competition and related state and common law claims arising out of Defaulting Defendants' unauthorized use of Plaintiffs' CoComelon Marks and/or CoComelon Works without limitation, in their manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying or offering for sale and/or selling and/or sale of Counterfeit Products.¹

The Court, having considered the Memorandum of Law and Affidavit of Danielle S. Futterman in support of Plaintiffs' Motion for Default Judgment and a Permanent Injunction Against Defaulting Defendant, the Certificates of Service of the Summons and Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and upon all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

I. Defaulting Defendants' Liability

- 1) ORDERED, ADJUDGED AND DECREED that judgment is granted in favor of Plaintiffs as to the first and second causes of action pleaded in the Complaint (trademark counterfeiting and trademark infringement).

II. Damages Awards

- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that because it would serve the compensatory and punitive purposes of the Lanham Act's prohibitions on trademark counterfeiting and infringement, and because Plaintiffs have sufficiently set forth the basis for

¹ Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.

the statutory damages award requested in their Motion for Default Judgment, the Court awards Plaintiffs Fifty Thousand Dollars (\$50,000.00) against each of the ninety (90) Defaulting Defendants pursuant to 15 U.S.C. § 1117(c) of the Lanham Act as well as post-judgment interest at the statutory rate set forth in 28 U.S.C. § 1961(a).

III. Permanent Injunction

1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that Defaulting Defendants, their respective officers, agents, servants, employees, and all persons acting in concert with or under the direction of Defaulting Defendants (regardless of whether located in the United States or abroad), who receive actual notice of this Order are permanently enjoined and restrained from:

- A. manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products or any other products bearing one or more of the CoComelon Marks and/or marks that are confusingly similar to, identical to and constitute a counterfeiting and/or infringement of the CoComelon Marks and/or incorporating one or more of the CoComelon Works and/or artwork that is substantially similar to, identical to and constitutes infringement of the CoComelon Works;
- B. directly or indirectly infringing in any manner Plaintiffs' CoComelon Marks and/or CoComelon Works;
- C. using any reproduction, counterfeit, copy or colorable imitation of Plaintiffs' CoComelon Marks and/or CoComelon Works to identify any goods or services not authorized by Plaintiffs;
- D. using Plaintiffs' CoComelon Marks and/or CoComelon Works, or any other marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks

and/or CoComelon Works on or in connection with the manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in the Counterfeit Products;

- E. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products; (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defaulting Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products; and
- F. effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order.

- 2) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants shall deliver up for destruction to Plaintiffs any and all Counterfeit Products and any and all packaging, labels, tags, advertising and promotional materials and any other materials in the possession, custody or control of Defaulting Defendants that infringe Plaintiffs' CoComelon Marks and/or CoComelon Works, or bear any marks and/or artwork that are confusingly or substantially similar to the CoComelon Marks and/or CoComelon Works pursuant to 15 U.S.C. § 1118.
- 3) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Defaulting Defendants and all persons in active concert and participation with them who receive actual notice of this Order are permanently enjoined and restrained from:

- A. secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying any of the Defaulting Defendants' Frozen Assets from or to Defaulting Defendants' Financial Accounts until further ordered by this Court;
 - B. secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defaulting Defendants' Frozen Assets and Defaulting Defendants' Financial Accounts;
 - C. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) below.
- 4) IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Defaulting Defendants and all persons in active concert and participation with them who receive actual notice of this Order are permanently enjoined and restrained from:
- A. providing services to Defaulting Defendants and Defaulting Defendants' User Accounts and Merchant Storefronts, including, without limitation, continued operation of Defaulting Defendants' User Accounts and Merchant Storefronts insofar as they are connected to the Counterfeit Products; and
 - B. knowingly instructing, aiding or abetting any other person or business entity in engaging in any of the activities referred to in subparagraphs III(1)(A) through III(2) and III(3)(A) through III(3)(B) above through III(4)(A) above.

IV. Dissolution of Rule 62(a) Stay


- 1) IT IS FURTHER ORDERED, ADJUDGED AND DECREED, as sufficient cause has been shown, the 30 day automatic stay on enforcing Plaintiffs' judgment, pursuant to Fed. R. Civ. Pro. 62(a) is hereby dissolved.

V. Miscellaneous Relief

- 1) Defaulting Defendants may, upon proper showing and two (2) business days written notice to the Court and Plaintiffs' counsel, appear and move for dissolution or modification of the provisions of this Order concerning the restriction or restraint of Defaulting Defendants' Frozen Assets, Defaulting Defendants' Additional Assets and/or Defaulting Defendants' Additional Financial Accounts;
- 2) Any failure by Defaulting Defendants to comply with the terms of this Order shall be deemed contempt of Court, subjecting Defaulting Defendants to contempt remedies to be determined by the Court, including fines and seizure of property;
- 3) The Court releases the Five Thousand U.S. Dollar (\$5,000.00) security bond that Plaintiff submitted in connection with this action to counsel for Plaintiffs, Epstein Drangel, LLP, 60 East 42nd Street, Suite 1250, New York, NY 10165; and
- 4) This Court shall retain jurisdiction over this matter and the parties in order to construe and enforce this Order.
- 5) The Clerk of Court is directed to enter judgment and close the case.

SO ORDERED.

SIGNED this 4th day of September, 2024.



HON. ARUN SUBRAMANIAN
UNITED STATES DISTRICT JUDGE